

**COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY**

1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23219-1199

NOTICE OF CONTRACT

1. DATE:December 7, 2011
2. CONTRACT NUMBER: **E194-1368**
3. COMMODITY NAME:..... **Compact Size Fleet Sport Utility Vehicle (SUV) -
2012 Jeep Liberty Sport 4x4 (see Page 17-19)**
4. CONTRACT PERIOD: **December 7, 2011 through December 6, 2012**
5. EXPECTED FACTORY ORDER CUT-OFF (Build-Out) DATE:May 1, 2012
6. AUTHORIZED USERS:State Agencies and other Public Bodies, *see below*.
7. NIGP COMMODITY CODE/NAME.....07180 –SUV Type Vehicles
8. CONTRACTORS' eVA ID #: **VS0000060769**
9. CONTRACTOR / VENDOR:..... **Haley of Farmville**
1906 South Main Street
Farmville, VA 23901
(Note: Vendor Shipping Point = 8301 Midlothian Turnpike, Richmond VA 23235)
10. Vendor Contact: **Bobby Moses**
Telephone: 804-564-8090
Fax: 434-392-1086
E-mail: bmoses@haleyauto.com
11. TERMS:Net 30
12. DELIVERY:90-120 days ARO
13. F.O.B.: See Below
14. PRICES & OPTIONS: See Pricing Schedule, starting on Page 19.
15. FOR FURTHER CONTRACT INFORMATION CONTACT: **Kim Hatala**
Telephone: (804) 786-3849
E-mail: kim.hatala@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is MANDATORY for all STATE AGENCIES (unless otherwise indicated in item 6 above) and Optional use for other public bodies and entities authorized to use the contract by the Code of Virginia to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c) (3) of the Internal Revenue Code, in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by any non-exempt State Agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INSTRUCTIONS

(Also see section: *Specification/Scope of Work*)

1. Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva. Detailed Ordering Instructions are available on the Vehicle Contracts webpage located under the State Contracts link from www.eVA.virginia.gov
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.va.us (Click on DPS icon, click on DPS forms).
4. **Renewals:** Four (4) optional renewal periods remain. Refer to the Renewal Clause for additional information.
5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. This contract was bid by the vendor with the understanding that the dealer is not required to maintain an inventory of vehicles for this contract. The dealer factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. **The Factory Order Cut-Off /Build-out date stated in this Contract is the last date that a dealer can place an order with the factory for the vehicle(s).** This date is some times adjusted by the manufacturer due to production changes. Please check the build out date before ordering.
7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation. Note: This does not apply to dealer in-stock orders. The Vendor shall honor all deliver dates quoted for in-stock purchase orders.

GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

K. PRECEDENCE OF TERMS PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offoror) to perform the services/furnish the goods and the (bidder/offoror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offoror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offoror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offoror) fails to satisfy the Commonwealth that such (bidder/offoror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offorors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offoror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offoror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2) Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4) Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.).

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders

or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows: a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order. d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

J. PAYMENT: To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.

In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. 34 NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

SPECIAL TERMS AND CONDITIONS

Note: This is not a complete list of all ST&C's contained in the Contract, however all ST&C's an Authorized User should need to place a Purchase Order are displayed. Contact the Contract Officer if further information is necessary.

- 5.1 Not displayed, see "Note" above.
- 5.2 ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Commonwealth and or issuing agency/public body will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services. Additionally, the successful bidder shall not attach any advertising emblem or decal anywhere upon the vehicle.
- 5.3 Not displayed, see "Note" above.
- 5.4 AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 5.5 AUTHORIZED DEALER: By signing this bid, the Bidder certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.
- 5.6 Not displayed, see "Note" above.
- 5.7 BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.
- 5.8 Not displayed, see "Note" above.
- 5.9 Not displayed, see "Note" above.
- 5.10 CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5.11 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By submission of a response to this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
- 5.12 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by

which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- 5.13 DELIVERY: The bidder shall include in their submitted solicitation response where requested the appropriate delivery days. This date may be a factor in making the award.
- 5.14 EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 5.15 Not displayed, see "Note" above.
- 5.16 Not displayed, see "Note" above.
- 5.17 FINAL INSPECTION: The Contractor shall demonstrate to the authorized owners representative that the equipment delivered is fully operational and in compliance with the contract specifications. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance.
- 5.18 MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment a standard Owner's operation and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- 5.19 SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a yearly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 - C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on an annual basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- 5.20 Not displayed, see "Note" above.
- 5.21 eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5.22 Not displayed, see "Note" above.

5.23 MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC) / PAYMENT TERMS/OPTIONS: Contract Users pay by check, electronic funds transfer (ETF), or with the Commonwealth's authorized procurement card. Standard payment terms are net 30 days from products delivery or properly executed invoice receipt. Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is Mandatory unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract award.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the current SPCC vendor, (Bank of America Visa- subject to change) is indicated below.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level One (1): Vendors provide basic credit card purchase information, including but not limited to ITEMS A through D, as listed below. By passing Level 1 "Basic Data", the vendor has a standard interchange cost.

Level Two (2): Vendors provide purchase information, including, but not limited to ITEMS A through F, as listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accepts the current SPCC vendor, Bank of America Visa card.

Level Three (3): Vendors provide purchase information, including, but not limited to ITEMS A through L, as listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- | | |
|---|------------------------------|
| A) Supplier Name, | G) Item Description, |
| B) Merchant Category Code, | H) Item Quantity, |
| C) Date, | I) Item Unit of Measure, |
| D) Total Purchase Amount | J) Product Code, |
| E) Customer Code (PCO Number from eVA), | K) Freight Amount, |
| F) Vendor Tax ID, | L) Extended line Item Amount |

- 5.24 **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the Contract Officer in writing in advance of the product discontinuance/replacement. A formal contract modification will be processed by the Contract Officer to reflect these types of changes.

- 5.25 Not displayed, see “Note” above.

- 5.26 **QUANTITIES:** Quantities set forth in this solicitation are estimates only, no quantity or dollar volume of business shall be guaranteed. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- 5.27 Not displayed, see “Note” above.

- 5.28 Not displayed, see “Note” above.

- 5.29 **RENEWAL OF CONTRACT:** Any contract resulting from this solicitation will be for effective for one-year and may be renewed by the Commonwealth upon written agreement of both parties for up to four (4) successive one-year or model year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. A one-year period may be defined as one model year effective until a subsequent model year is available for purchase. This contract may not exceed 5 model years. Renewals of this contract are at the sole discretion of the Commonwealth.

- 5.30 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided in Exhibit 2. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 5.31 **SUBCONTRACTS:** In the event that the Contractor desires to subcontract some part of its obligation hereunder, the Contractor shall furnish the Commonwealth with the names, qualifications and experience of their proposed Subcontractors. No portion of the contract shall be subcontracted without prior written consent of the Commonwealth. The Contractor shall remain fully liable and responsible for its Subcontractor(s) and shall assure compliance with all requirements of the contract. The bidder must include all planned subcontractors with their bid.

- 5.32 **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the manufacturer and contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth *by any other clause of this solicitation*. Copies of these warranties shall be furnished with the bid. Specifications that state a warranty greater than the most favorable commercial warranty, will convey.

- 5.33 **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor’s cost of providing goods and services. The **PRODUCER PRICE INDEX/INDICES: 141101 PASSENGER CARS**, and other relevant market conditions as approved by DPS, will be used as guides to evaluate requested price changes. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. Price adjustments may also be allowed at the introduction of new model year. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials. Documentation shall be supplied with the contractors request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractors suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

5.34 PURCHASE VOLUME REPORTS: The Contractor shall furnish the Division of Purchases and Supply (DPS) a statement covering the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract on an annual basis and approximately 90 days prior to the contract expiration. See Section 6.0 for additional information.

5.35 CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

GENERAL SPECIFICATIONS / SCOPE OF WORK

- 4.1 **General:** The specifications contained herein and in all other IFB attachments describe and define the minimum level of quality and performance of the requested products, and are meant to be met or exceeded. All dimensions provided are minimums, unless otherwise specified. Where brand names are mentioned in text, the specifications are not meant to be proprietary to the brand name or manufacturer listed and alternates will be considered. The Commonwealth reserves the right to solely evaluate all bids and to make all determinations.
- 4.2 **Bidder Requirements:** Bidders shall submit complete technical data of the product being offered, with an itemized comparison of the product offered with these specifications. **Bidders shall indicate equivalence on Attachment B - Technical Specifications form, next to each specification item, using the lines provided across from the specification.** Attachment B has a separate form/tab for each IFB line item. If information is requested in the "Specifications" section, the bidder must provide the information where indicated in the blue cells. If the item bid meets a requirement exactly as stated, bidders may enter "meets spec", "included" or other word meaning the exact same. Bidders shall indicate any deviations with appropriate reasons and documentation. The Commonwealth reserves the right to obtain technical data and to request clarification when deemed necessary. **Failure on the part of the bidder to provide all requested documentation may be cause to deem the bid non-responsive.**
- 4.3 **Fleet Numbers:** If required by the Manufacturer, all ordering entities are required to have a Fleet Number prior to placing a Vehicle order with the Vendor. The Vendor shall verify if the ordering entity has an existing number. If the ordering entity does not have a required Fleet Number, the Vendor must fully assist them in obtaining one.
- 4.4 **Delivery Locations and Times:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:15AM and 4:30 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser. The Vendor shall clarify and coordinate deliveries with the purchaser.
- 4.5 **Delivery Charges:** The vendor shall provide delivery for the product(s) purchased **in accordance with the following:**
- Distance:** Shall be calculated by the number of actual miles from the vendor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Yahoo (maps and directions) at <http://maps.yahoo.com>; with the results rounded up to the next whole mile.
 - Included Miles - Distance equal to or less than 40 miles and all deliveries to DGS Office of Fleet Management Services (OFMS) in Richmond Virginia:** Vehicle(s) shall be delivered FOB Destination, **freight included**. No extra charges permitted.
 - Additional Mileage – Regular Rate: Distance equal to or more than 41 miles:** The vendor may add an additional delivery charge of no more than \$0.60 per mile of the difference between the actual total distance minus 40 included miles. (Example: Actual total distance= 112 miles, minus 40 included miles, equals 72 miles applicable to an additional delivery charge per vehicle.)
 - Additional Mileage – Reduced Rate:** Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows;

- i) Single purchase orders for multiple vehicles: Bidders should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be ***equal to or less than*** \$0.60 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.
- ii) Multiple purchase orders: If the vendor delivers multiple vehicles ordered on different purchase orders in a single shipment, the vendor should extend the reduced delivery rate(s) to the ordering entity. The Vendor must have prior written approval from the ordering entity and obtain any necessary change orders.
- iii) **Additional delivery rates shall not apply to any vehicle ordered by OFMS.**

4.6 **Delivery Lead Time**: Bidders shall provide a delivery lead time, after receipt of order (ARO), in the “Delivery Date” section of the solicitation. This lead time shall be for orders placed prior to the build out date. Any orders placed from the vendor’s in-stock inventory, per 4.7 below, shall be delivered within 30 calendar days or less.

4.7 **Build Out/ Order Cut-off Date**: The build out date, also considered the order cut-off date, is typically set by the manufacturer and is the latest date the Vendor (dealer) can place an order with the factory. The bidder shall state the manufacturers build out date for each model quoted and must fill all orders placed prior to the build out date. The build out date is subject to change as promulgated by the vehicle manufacturer. Failure to honor an order placed after the build out date that requires the Vendor to place an order with the factory is not a breach of contract.

The Vendor is permitted to accept orders after the build out date, until the contract expiration date, if the Vendor has the vehicle meeting the contract specifications available for purchase. The Vendor shall provide inquiring entities with written confirmation of in-stock availability and honor resultant orders placed.

4.8 **Base Vehicle Bid Pricing**: The Base Vehicle bid price and any Additional Delivery Charges shall be submitted in **Attachment C – Part A, Pricing Schedule**, and be in the form of a firm unit price for the specified vehicle during the contract period. Base Vehicle bid prices shall include all costs for the goods and services to provide the vehicle(s) as described herein, which will include but not be limited to:

- Any associated equipment installation charges that may be applicable (for those items that may not be factory installed)
- Dealer vehicle prep (to include VA State Inspection)
- Completed vehicle Titling paperwork labor
- All applicable freight/delivery and preparation
- Applicable eVA Vendor Transaction fees
- Included Miles

Extra charges will not be allowed.

Contract Note: #4.9, 4.10 & 4.11 below mainly applied to the IFB. Only the options listed on the Contract Pricing Schedule and Ordering Spreadsheet may be ordered. This applies to all ordering entities.

4.9 **Options (Add-ons & Deletes)**: Any Options listed in this solicitation **and on any award** will be authorized for use by all authorized users of the contract. No changes to the listed options will be permitted without a formal contract change issued by the DPS Contract Officer. The Commonwealth reserves the sole right to determine what options, *if any*, will be part of the award and make any changes as it deems necessary.

Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further, if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract. The

Options listed shall be based on the Manufacturer Suggested Retail Price (MSRP) for each option listed and include all charges including but not limited to installation and delivery charges. Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed/additional options must reflect credit at actual cost originally calculated in base price of vehicle.

The Bidder **MUST reduce the MSRP no less than 10% or provide the option(s) at the Contractor's cost(s)**. Please provide DPS a list of optional equipment and option packages per **Attachment C – Part B, Pricing Schedule**, and submit with MSRP pricing or Contractor's cost if applicable. If an item listed on the Options list is not available for the model being bid, the bidder should enter "N/A" or "Not Available. Failure to provide the requested information/pricing when it is available may be cause for the bid to be considered non-responsive. The DGS-OFMS will be permitted to order up to two (2) specialized large size vehicles per contract term that may include unlisted options, when the total of such options do not exceed 25% of the base vehicle unit price. The Contractor shall provide these options only upon request of the OFMS and must use the same price structure submitted as the listed Options. (If Additional Options appropriate for Local Government (Non-State) use are available for model bid, contractor is strongly encouraged to providing product information and pricing per 4.10 below)

- 4.10 **Local Government Additional Options:** The Bidder may submit all other options whether factory installed or aftermarket with their bid, in accordance with the following;
- a) The Additional Option should not be listed elsewhere in the IFB and will only be available for use by authorized users NOT TO INCLUDE STATE AGENCIES.
 - b) The Commonwealth reserves the sole right to determine what options, **if any**, will be part of the award and make any changes as it deems necessary.
 - c) Must be approved by the DPS Contract Officer.
 - d) Are restricted to the vehicle model code on contract, and in no case shall the model code change.
 - e) Shall be offered at same price structure and submitted the same as the **Options**. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive. Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed/additional options must reflect credit at actual cost originally calculated in base price of vehicle.
 - f) Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract.
 - g) Local governments may purchase additional options ***listed on the contract*** by contacting the contractor directly for pricing and vehicle configuration on all additional options. An "Additional Option Spreadsheet", or other format designated by the Contract Officer after award, will be used and completed by local governments and attached with original vehicle spreadsheet to the eVA order. **Contract Note: There is NO additional option spreadsheet for this Contract Award.**
- 4.11 **Restricted Options:** Contract vehicle with standard features, listed Options and Local Government Additional Options **that are made part of the award**, are available for purchase per terms and conditions of the contract. **No other vehicle type, trim level or options will be available to purchase under this contract unless otherwise stated.**
- 4.12 **Taxes:** No Federal Taxes are to be included in the Bid Response pricing, including tires. The ordering agencies as described herein shall furnish their Tax Exemption Registration number upon request.

- 4.13 **Warranty:** The warranty period must commence when vehicles are actually placed into service as evidenced by Purchaser's records, rather than commencing upon delivery. The warranty shall include the manufacturer's standard Bumper to Bumper Warranty (minimum 3 years or 36,000 miles). Also to include all standard manufacturer's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.
- 4.14 **Dealer Preparation:** Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.
- 4.15 **Temporary License:** A Thirty Day license tag shall be furnished with each vehicle.
- 4.16 **Title Papers:** All papers for titling purposes shall be delivered with each vehicle.
- 4.17 **Vehicle Publications, Forms and Documents:** The successful bidder must furnish one (1) copy each of the following per vehicle:
- New Vehicle Warranty Information Manual
 - New Vehicle Owner's Manual
 - Manufacturer's Statement of Origin (MSO)
 - Delayed Warranty Start Form, and any other such documents as necessary for delivery.
 - Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- 4.18 **Delivery Inspection:** Each vehicle delivered will be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper dealer preparation exist, the invoice will not be approved for payment until the vendor corrects all defects.
- 4.19 **Miscellaneous:** Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
- 4.20 **Ordering:** The parties agree that all orders issued under this contract by the Ordering Agency shall be processed through eVA. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.
- 4.21 **Order Confirmation:** Dealers awarded items against this contract are required to send the ordering agency an electronic confirmation of receipt of the purchase order. This applies to all orders issued against this contract. This information must be completed within 10 days after receipt of order and must indicate the date the order was placed with the manufacturer.

Confirmations should be emailed to the “**Ordering Person**” address shown on the order and to the attention of the contact person listed. **Each vehicle must be invoiced separately.**

- 4.22 **New Equipment:** The products offered in answer to this solicitation and delivered under the contract must be new and unused current production models of the equipment required. No prototype or demonstrator product will be accepted, and offering of such a product will be cause for bid rejection.

TECHNICAL SPECIFICATIONS

BID SPECIFICATIONS

This specification is written to meet the needs of the Commonwealth of Virginia, Department of General Services Office of Fleet Management Services (OFMS) and other Authorized Users. The vehicle bid herein must be new, unused and of the Manufacturer's 2012, or most current production Fleet model year, and shall remain factory orderable through approximately the first quarter of 2012, or later.

The Vehicle bid must meet the minimum specifications stated herein and must be suitable for the Commonwealth's intended uses, including but not limited to; Transport of personnel and cargo on all types of roads and road surfaces under typical ambient temperatures and weather conditions encountered in the Commonwealth; Under extreme weather and temperature conditions both on and off-road; Special applications such as Emergency Response, K9 and/or other uses that would require this vehicle mechanically built to perform equally both on and off-road. The vehicle bid must be built on a platform and of a design that offers a vehicle with the performance, capacities and capabilities to perform all of the Commonwealths intended uses stated above and have significant off-road capability. The Commonwealth reserves the sole right to conduct all evaluations and make all determinations.

All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Not all equipment required by this specification may be factory installed. Certain items may not be available from the Manufacturer. It is the Bidder's responsibility to review the specifications in detail to insure that they have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items. Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to the Contract Officer's approval.

All items installed upon the vehicle shall be engineered, designed, or certified by the manufacturer of the vehicle to be compatible with all components, give dependable service, and not degrade the handling, performance, safety or appearance of the vehicle. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quality, quantity, or capacity supplied with standard production vehicles. The product bid shall exhibit exceptional handling, performance, stability and maneuverability.

Authorized Users: The contract resulting from this bid will be made available for use by any state agency, institutions of higher education, public bodies, other entities authorized to use the contract by the Code of Virginia, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, and any other entities as mutually agreed to by all parties.

The requirements below are for the Solicitation BASE VEHICLE which may differ from the Manufacturer's Standard Base Vehicles. Vehicles and equipment bid must conform to the Base Vehicle requirements contained herein and as required in Attachment A. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

HEAVY DUTY COMPACT SPORT UTILITY VEHICLE; 2012, or most current model year, designed for significant off-road capability, 5-passenger, with all standard features including but not limited to, the following minimum specifications and components to be included as this BASE VEHICLE;

Item #	Feature	Description	Order/Option Code
1	Model Year	2012, or most current model year, HD Compact Sport Utility Vehicle as specified herein.	KKJL74
2	Make/Model	Traditional 4x4 system with locking differentials (automatic or manual lock-in wheel hubs) and selectable 2WD and 4WD settings. <or> AWD with rear wheel bias system, designed for significant off-road capabilities.	
3	Engine	I4 minimum, gasoline or FFV	28B
4	Wheelbase	103.0 " minimum	
5	Overall Length	Minimum: 172.0 inches Maximum: 189.9 inches	
6	Axle/Springs/Frame	Manufacturer's standard, as required for vehicle GVW rating.	
7	Transmission	Must be automatic transmission specifically recommended by the manufacturer for engine being offered	
8	Fuel System	Factory Standard	
9	Steering	Power Steering, adjustable tilt-wheel	
10	Brakes	Four (4) wheel Anti-Lock Braking System (ABS)	
11	Restraint System	Minimum, Front driver and front passenger air bags required.	
12	Seating	Five (5) passenger cloth seating.	
13	Tires/Wheels:	Shall be manufacturer's standard tire with standard wheels. All primary tires and wheels shall be identical with no cross brands or models. Each vehicle shall be equipped with a spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced. Factory installed standard spare tire shall be included.	
14	Mirrors	Power right/left exterior mirrors.	
15	Locks	Power door locks with remote device for entry.	
16	Interior Lighting	Factory Standard with Dome light	
17	Floor Covering	Carpeted to include front and rear floor mats, color keyed to match carpet. Any mats other than OEM equipment will not be accepted.	
18	Glass	All glass shall be standard factory tinted.	
19	Windshield Wipers	Electric, two speed with intermittent wipe feature and washer system.	
20	Rear Window Wiper	Factory installed standard	
21	Rear Window Defrost/Defog	Factory installed standard	
22	A/C - Heating	Factory installed standard.	
23	License Plate Bracket	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.	
24	Windows	Power - factory installed	
25	Keys	Provide two (2) sets of keys with vehicle with (2) key fobs.	
26	Speed control	Electronic, factory installed.	
27	Visors	Driver and front passenger sun visors.	
28	Technology	The vehicle shall not be equipped with any subscription based communication systems such as OnStar.	
29	Radio	Factory installed standard -AM/FM stereo. If the vehicle is normally equipped with a Satellite Radio, and the manufacturer provides a delete option, the Satellite Radio shall be deleted.	
30	Paint Options	Single paint color to be chosen by purchaser from manufacturer's regular production colors.	
31	Interior Options	Interior color shall be chosen by other purchasers from manufacturer's standard production colors.	

End of Technical Specifications

CONTRACT # E194-1368**PRICING SCHEDULE**

Effective: 12-7-11 through 12-6-12

LINE #	BASE VEHICLE PRICING	Order Code	Contract Unit Price
1	2012 Jeep Liberty Sport 4x4 , 3.7L V6 Engine, 4-Spd Automatic Transmission w Command Trac II 4WD system ; <i>inclusive of all standard features plus all specifications listed above.</i>	KKJL74 / 28B	\$ 17,461.00 each
LINE #	DELIVERY CHARGES (See General Specifications #4.5)	Order Code	Contract Unit Price
3	Delivery Charges - Up to 40 miles from Vendors <i>Shipping Point</i> of 8301 Midlothian Turnpike, Richmond VA 23235		No Charge
4	Additional Delivery Charges - (<i>41 miles and over</i>), per mile, per vehicle. (No reduced rates apply)		\$0.60 per mile

(Note: www.Fueleconomy.gov combined MPG ratings of Gasoline-17mpg were used in the bid evaluation / Life Cycle Award.)**OPTIONS PRICING**

Options (Add-ons and/or Deletes), listed herein, are available for purchase by *all Authorized Users, including Local Governments*. **No other options or trim levels are permitted to be ordered by any user.**

LINE	OPTIONS: <u>ADD-ONS</u>		Option Order Code	Contract Unit Price
A1	TRAILER TOW PKG	Trailer Tow Class III Group	AAR	\$ 490.50
A2	Daytime Running Lights	Daytime Running Lights	LM1	\$ 36.00

Local Governments: There is no separate/additional spreadsheet or any other options orderable.